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goods manufactured within and without the state, and is repugnant to Section 8, Article 1 of the Federal Constitution, which provides that "Congress shall have power * * * to regulate commerce * * * among the several states." In *Webber v. Virginia* (1880), 103 U. S. 350, while considering the constitutionality of a similar statute, Mr. Justice Field said: "A tax upon their agents when thus engaged is, therefore, a tax upon them, and if this is made to depend * * * upon their having been manufactured without the state, it is to that extent a regulation of commerce in the articles between the states." See *Welton v. Missouri* (1875), 91 U. S. 275, holding similar statute unconstitutional and declaring that the non-exercise by Congress of its power to regulate commerce among the states is equivalent to a declaration by that body that such commerce shall be free from any restrictions. For other cases in point, see *Ward v. Maryland* (1870), 12 Wall. 418; *Almy v. California* (1860), 24 How. 169; *Crandall v. Nevada* (1867), 6 Wall. 35, and *Brown v. Maryland* (1827), 12 Wheat. 444, in which it is said that "a tax on the occupation of an importer is, in like manner, a tax on importation," and "a tax on the sale of an article, imported only for sale, is a tax on the article itself."

CORPORATIONS—CONFLICT OF LAWS—LIABILITY OF STOCKHOLDERS IN COMPANY FORMED TO TRADE IN A FOREIGN COUNTRY—IMPLIED AUTHORITY TO PLEDGE PERSONAL CREDIT OF SHAREHOLDERS UNDER FOREIGN LAW.—Defendant is a stockholder in an English limited company, formed, as stated in its memorandum of association, to acquire and work mines in the United States. By the articles of association the directors were authorized to do all things necessary to comply with the requirements of the law in any country where the company might carry on business. The company did business in California and became indebted to the plaintiff there. By the California constitution and statutes every shareholder in a corporation (whether domestic or foreign, trading within the state,) is individually liable for the corporate debts. The company having become insolvent, the plaintiff brought suit in England to recover of the defendant his proportion of the debt due him. *Held*, that the defendant is not liable. *Risdon Iron & Locomotive Works v. Furness* [1906], 1 K. B. 49; 75 L. J. K. B. 83.

The liability of the defendant was denied on the ground that he did not, by becoming a member of the company on the terms stated in its charter and by-laws, authorize the directors to pledge his personal credit for the price of goods supplied. The court attempts to distinguish the case of *Pinney v. Nelson*, 183 U. S. 144, 46 L. Ed. 125, on the ground that in the latter case there was no express limitation of liability in the company's charter, whereas the English corporation was organized as a limited liability company. (Opinion of Kennedy, J., in [1905] 1 K. B. 304, 74 L. J. K. B. 243, affirmed on this appeal.) In the American case it was said (p. 151) that "where a corporation is formed in one state and by the express terms of its charter it is created for doing business in another state, and business is done in that state, it must be assumed that the charter contract was made with reference to its laws, and the liabilities which those laws impose will attend the transaction of such business." While it is undoubtedly true that the liability of

the stockholders to creditors is ordinarily determined by the law of the domicile of the corporation, *Bell v. Farwell*, 176 Ill. 489, 52 N. E. 346, 42 L. R. A. 804, yet it is believed that the terms of the memorandum and articles of association of the defendant's corporation brought him within the scope of the language quoted above.

COVENANTS—PRIVITY OF ESTATE.—Where A acquired title to a piece of property by adverse possession against B, it was *held* that he could not claim rights under a covenant of warranty running to B because of a lack of privity of estate. *Deason v. Findley* (1906), — Ala. —, 40 So. Rep. 220.

While the doctrine that privity of estate was necessary to pass covenants running with the land was once open to question (*Smith's Leading Cases*, Eighth Ed., Vol. I, page 192; *Dickinson v. Hoomes*, 8 Grat. 406), it is now thoroughly established. *Brewer v. Marshall*, 18 N. J. Eq. 337; *Mygatt v. Coe*, 124 N. Y. 212, 26 N. E. 611, 11 L. R. A. 646; *Beardsley v. Knight*, 4 Vt. 471. In this latter case the court said, "It would be at least singular if he could acquire a title against H by a trespass and at the same time acquire a right to H's claim against the defendant on the covenants in his deed."

CRIMINAL LAW—FALSE PRETENSES—POSTPAYABLE CHECK.—The defendant and his co-conspirator obtained goods from the prosecuting witness for a check dated June 23 and expressly made payable June 26. The defendant's confederate drew the check and represented to the witness that it was good and of the value of \$15, the sum it was drawn for. The check proved worthless. *Held*, that a postpayable check, as a mere promise to pay, cannot be the subject of false pretenses. *Brown v. State* (1906), — Ind. —, 76 N. E. Rep. 881.

The defendant seems to have been saved from conviction by resort to a technical rule that perhaps was erroneously applied. It is true that misrepresentation of a future event can be no false pretense. *Keller v. State*, 51 Ind. 111, 117. Still, while a false promise to pay will not alone be indictable as false pretenses, coupled with a false representation of an existing fact it will be. *State v. Montgomery*, 56 Ia. 195, 9 N. W. 120. In *Rex v. Parker*, 7 Car. & P. 825, a check drawn December 27, and payable January 6, was the subject of false pretenses which consisted in a representation by the prisoner and maker that the check was good and of the value indicated on its face. So where a prisoner represented that a postdated check made and offered by his confederate was good, and that the maker had a business, the court held him guilty of false pretenses. *Lesser v. People*, 73 N. Y. 78 (reported below, 12 Hun 668). In the latter case the court said that if no representations had been made the defense that the check was only a false promise would have been good. The worthlessness of the check would then have been but a breach of contract. The mere trick of post-dating the check, however, should not take away the criminal character of false representations by means of which a man's property is wrongfully taken.

CRIMINAL LAW—PRESUMPTION FROM IDENTITY OF NAMES.—John Smith was indicted for larceny. The state, under statute, sought to inflict a severer sentence on account of prior convictions of burglary. The records of two